



## **SETTLEMENT AGREEMENT**

THIS AGREEMENT is entered into by the United States Department of Agriculture, Animal and Plant Health Inspection Service (“APHIS”), and Amos E. and David L. Diener, with reference to the following facts:

1. At all times mentioned herein, Amos E. and David L. Diener operated as a Dealer under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the “AWA”) at the facility located at RR 5, Box 116B, McLeansboro, IL 62859.
  2. APHIS has documented evidence of Amos E. and David L. Diener’s non-compliance with the AWA and the regulations promulgated thereunder (9 C.F.R. § 1.1 *et seq.*), and specifically, has documented evidence of Amos E. and David L. Diener’s failure to provide adequate veterinary care, properly identify animals, provide adequate ventilation, house only compatible animals in the same enclosure, and have an effective pest control system, as required by the AWA regulations and AWA standards for the humane handling and treatment of animals (9 C.F.R. §§ 2.40(b)(2), 2.50(a)(2), 3.3(b), 3.7(b), and 3.11(d)).
  3. APHIS has not instituted an administrative enforcement action based on the findings described above in paragraph 2.
  4. APHIS and Amos E. and David L. Diener have determined to settle the issues related to the potential violations of the AWA and the regulations and standards issued thereunder, as described above.
- NOW, THEREFORE, it is agreed as follows:
5. Amos E. and David L. Diener admit that the Secretary has jurisdiction in this matter, and waive oral hearing and further procedure.
  6. Amos E. and David L. Diener consent and agree to the following:

a. Amos E. and David L. Diener agree to sell, donate, and/or transfer ownership and possession of any dogs on their premises, regardless of ownership, within twelve (12) weeks from the date Amos E. and David L. Diener sign this Settlement Agreement.

b. Animal Care will, upon written request, grant a one-time exemption from the licensing requirements for the transfer, movement, and/or sale of any dog that Amos E. and David L. Diener hold at the time Amos E. and David L. Diener sign this Settlement Agreement, to include the transportation of dogs that are less than eight (8) weeks of age.

c. Animal Care will, upon written request, grant an exemption for Amos E. and David L. Diener to retain a reasonable number of dogs that are maintained for their own personal use and enjoyment, provided that the laws of the jurisdiction where Amos E. and David L. Diener live allow them to keep the animals.

d. At a time that is mutually agreeable to both parties, Animal Care shall take an inventory of the animals currently present at Amos E. and David L. Diener's facility to determine their existing inventory of animals, and Animal Care shall take a second inventory of the animals present at Amos E. and David L. Diener's facility within twelve (12) weeks from the date Amos E. and David L. Diener sign this Settlement Agreement to verify compliance with paragraph (a) above.

Amos E. and David L. Diener shall not unreasonably withhold their consent to a time and date for Animal Care to conduct the inventories.

Amos E. and David L. Diener shall document all sales, donations, and transfers of ownership and provide copies of those documents to Animal



United States Department of Agriculture

Animal and Plant Health Inspection Service

Investigative and Enforcement Services

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Care within twelve (12) weeks from the date Amos E. and David L. Diener sign this Settlement Agreement.

e. As of the date Amos E. and David L. Diener sign this Settlement Agreement, AWA license 33-A-0525 is hereby revoked.

f. Amos E. and David L. Diener and any partnerships, firms, corporations or other legal entities that they control or in which they have a substantial interest, financial or otherwise, are permanently disqualified from (a) obtaining an Animal Welfare Act license, and (b) engaging in activities governed by the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) and regulations issued thereunder (9 C.F.R. § 1.1 *et seq.*), either directly or indirectly, on or off RR 5, Box 116B, McLeansboro, IL 62859.

7. Amos E. and David L. Diener consent and agree that their failure to comply with the terms of this Settlement Agreement shall automatically void paragraph 8 below, and that APHIS shall have the right to immediately institute enforcement proceedings against Amos E. and David L. Diener based upon the non-compliant items documented at RR 5, Box 116B, McLeansboro, IL 62859, in connection with animal welfare investigation IL130057-AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

8. For and in consideration of Amos E. and David L. Diener's agreements and actions described in paragraph 6 above, and the promises and admissions of Amos E. and David L. Diener set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against Amos E. and David L. Diener in connection with the alleged AWA violations documented in animal welfare investigation IL130057-AC.



APHIS and Amos E. and David L. Diener warrant and represent that their respective representatives, whose signatures appear below, have the authority to execute this Settlement Agreement and to bind each of the parties, respectively, to this Settlement Agreement.

Amos E. and David L. Diener

Signature:

Date: 1-7-14

Signature:

Date: 1-8-14

U.S. DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

Signature:

Date: 1/23/14

Bernadette Juarez

Director

Investigative and Enforcement Services  
Animal and Plant Health Inspection Service  
United States Department of Agriculture